UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF NEW YORK
AT CENTRAL ISLIP
--x
In re:

AGAPE WORLD, INC.,
AGAPE MERCHANT ADVANCE, LLC.,
AGAPE COMMUNITY LLC,
AGAPE WORLD BRIDGES, LLC., AND
THE PARKWAY DRIVE SOUTH LLC.

Chapter 7
Case No. 09-70660 (DTE)
Substantively Consolidated

Debtors.
--x
KENNETH P. SILVERMAN, ESQ., as
Chapter 7 Trustee of Agape World, Inc., et al.,

Plaintiff,

Adv. Pro. No.: 10-09041 (DTE)

-against-

SERGIO LAZZINNARO,

Defendant.
--x

VERIFIED ANSWER

Sergio Lazzinnaro, by his attorney, David A. Bythewood, Esq., answers the complaint as follows:

1. As to the complaint's allegations contained in its paragraphs numbered 1 - 12, 14-19, 27, 30, 31, 33, 34, 37, 41, 45, 48 and 50-52 lacks sufficient actual knowledge to either admit of deny.

2. Denies the allegations set forth in the complaint's paragraphs numbered 26, 29, 32, 35,

38, 39, 43, 45 - 47, 49, 53, 54, 56 - 59, 61 and 62.

3. Admits the allegations set forth in the complaint's paragraph(s) 13

4. Neither admits nor denies the allegations in paragraphs 20, 55, 60 and 63.

5. As for that alleged in paragraphs numbered 21 - 25, 28, 36, 40, 42 and 44 of the complaint, the defendant neither admits nor denies the allegations therein and states that any and all relevant documents should speak for themselves.

AS AND FOR A FIRST AFFIRMATIVE DEFENSE

6. The negotiated check relied upon by the plaintiff as proof is not known to the defendant.

AS AND FOR A SECOND AFFIRMATIVE DEFENSE

7. The indorsement signature on the negotiated check relied upon by the plaintiff as proof is not the signature of the defendant and the defendant did not indorse said check. Said indorsement signature on the back of the said check is a forgery..

AS AND FOR A THIRD AFFIRMATIVE DEFENSE

8. The negotiated check relied upon by the plaintiff, by the stamp on its back, was deposited into an account at Bank of America. The defendant does not have and has never had any accounts with the Bank of America.

AS AND FOR A FOURTH AFFIRMATIVE DEFENSE

9. The defendant is not and has never been an officer or owner of any aspect of the bankrupt entities or MSNK, Inc., and is in no way an insider.

AS AND FOR AN FIFTH AFFIRMATVE DEFENSE

10. The defendant was under no duty to inquire as to the financial condition of the debtor.

AS AND FOR A SIXTH AFFIRMATIVE DEFENSE

11. The defendant does not know and never knew about the voidability of the transfer.

WHEREFORE, the defendant demands judgment in favor of the defendant and against the plaintiff along with the costs and disbursements of this action and such other and further relief as to this court is just and proper.

Dated: Mineola, New York
January 13, 2013

David A. Bythewood, Esq.
Attorney for Defendant

__/s/______________________

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